

B27 (Official Form 27) (12/09)

United States Bankruptcy Court
Eastern District of New York

In re: Jorge Gonzalez,

Debtor

Case No. 13-46164-CEC
Chapter 7**REAFFIRMATION AGREEMENT COVER SHEET**

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: TD Auto Finance LLC
2. Amount of debt subject to the reaffirmation agreement:
\$16,944.74 on the date of the bankruptcy \$16,713.94 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 7.05% prior to bankruptcy
7.05% under reaffirmation agreement (Fixed Rate, Adjustable Rate)
4. Repayment terms (if fixed rate): \$298.47 per month for 68 months
5. Collateral, if any, securing the debt: Current market value: \$15,600
Description: 2011 Chevrolet Cruze
6. Does the creditor assert that the debt is nondischargeable? Yes No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries		Debtor's Income and Expenses as Stated on Reaffirmation Agreement		
7A.	Total monthly income from Schedule I, line 16	\$ <u>2,598.00</u>	7B.	Monthly income from all sources after payroll deductions
8A.	Total monthly expenses from Schedule J, line 18	\$ <u>2,590.39</u>	8B.	Monthly expenses
9A.	Total monthly payment on reaffirmed debts not listed on Schedule J	\$ <u>0</u>	9B.	Total monthly payments on reaffirmed debts not included in monthly expenses
			10B.	Net monthly income (Subtract sum of lines 8B and 9B from line 7B. If total is less than zero, put the number in brackets)
				\$ <u>7.61</u>

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11. Explain with specificity any difference between the income amounts (7A and 7B):
N/A

12. Explain with specificity any difference between the expense amounts (8A and 8B):
N/A

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Signature of Debtor (only required if line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only required if line 11 or 12 is completed)

Other Information

Check this box if the total on line 10B is less than ZERO. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

Yes No

If the debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

Yes No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Jason A. Little, Esq.
DEILY & GLASTETTER, LLP
8 Thurlow Terrace
Albany, New York 12203
Tel (518) 436-0344
E-Mail: jlittle@deilylawfirm.com

B240A (04/10)

Check one.

- Presumption of Undue Hardship
 No Presumption of Undue Hardship
See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.

United States Bankruptcy Court
Eastern District of New York

In re: Jorge Gonzalez,
Debtor.

Case No. 13-46164-CEC
Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: TD Auto Finance LLC

Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions and definitions found in Part V of this Reaffirmation Documents packet.

A. Brief description of the original agreement being reaffirmed: Car Loan

B. AMOUNT REAFFIRMED: \$16,713.94

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before November 1, 2013, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C. below.

C. The ANNUAL PERCENTAGE RATE applicable to the Amount Reaffirmed is 7.05 %.

See the definition of "Annual Percentage Rate" in Part V, Section C. below.

This is a (check one) Fixed Rate Variable Rate

If the loan has a variable rate, the future interest may increase or decrease from the Annual Percentage Rate disclosed here.

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D. Reaffirmation Agreement Repayment Terms:

\$298.47 per month for 68 months starting on November 23, 2013.

Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description: 2011 Chevrolet Cruze
Current Market Value \$15,600

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

Yes. What was the purchase price for the collateral? \$16,617.30

No. What was the amount of the original loan? \$

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (including fees and costs)	\$16,713.94	\$16,713.94
Annual Percentage Rate	7.05%.	7.05%.
Monthly Payment	\$298.47	\$298.47

H. Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. Yes No

B. Is the creditor a credit union?

Check one. Yes No

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C. If your answer to EITHER question A. or B. above is "No" complete 1. and 2. below.

1. Your present monthly income and expenses are:

- | | |
|--|--------------------|
| a. Monthly income from all sources after payroll deductions
(take-home pay plus any other income) | \$ <u>2 598.00</u> |
| b. Monthly expenses (including all reaffirmed debts except this one) | \$ <u>2 299.53</u> |
| c. Amount available to pay this reaffirmed debt (subtract b. from a.) | \$ <u>298.47</u> |
| d. Amount of monthly payment required for this reaffirmed debt | \$ <u>298.47</u> |

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe this reaffirmation agreement will not impose an undue hardship on my dependents or on me because:

Check one of the two statements below, if applicable:

You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because: _____

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. or B. were "Yes," check the following statement, if applicable:

You believe this reaffirmation agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

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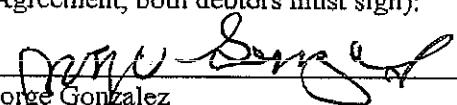
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PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I (We) hereby certify that:

- i. I agree to reaffirm the debt described above.
- ii. Before signing this reaffirmation agreement, I (we) read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- iii. The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- iv. I am entering into this agreement voluntarily and fully informed of my rights and responsibilities; and
- v. I have received a copy of this completed and signed Reaffirmation Documents packet.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign):

Date 12/13/13 Signature Jorge Gonzalez

Jorge Gonzalez

Date _____ Signature _____

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor TD Auto Finance LLC

Address Daily & Glastetter, LLP, Attorneys for Creditor
8 Thurlow Terrace, Albany, New York 12203

Jason A. Little, Esq. (JL 7573)

Print Name of Representative

Signature

12-27-13
Date

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 12/13/13

Signature of Debtor's Attorney Jacob Sherman

Print Name of Debtor's Attorney Jacob Sherman, Esq.

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PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, detailed in Part B below, are not completed, the reaffirmation agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the reaffirmation agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if our creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this Reaffirmation Documents packet requiring signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required.
- 5. Can you cancel the agreement?** You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

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6. When will this reaffirmation agreement be effective?

- a. *If you were represented by an attorney during the negotiation of your reaffirmation agreement*
 - i. *If the creditor is not a Credit Union*, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship in which case the agreement becomes effective only after the court approves it;
 - ii. *If the creditor is a Credit Union*, your reaffirmation agreement becomes effective when it is filed with the court.
- b. *If you were not represented by an attorney during the negotiation of your reaffirmation agreement*, the reaffirmation agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5 below. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing, at which time the judge will review your reaffirmation agreement. If the judge decides that the reaffirmation agreement is in your best interest, the agreement will be approved and will become effective. However, if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your reaffirmation agreement.

7. **What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the reaffirmation agreement. When this disclosure refers to what a creditor “may” do, it is not giving any creditor permission to do anything. The word “may” is used to tell you what might occur if the law permits the creditor to take action.

B. INSTRUCTIONS

1. Review these Disclosures and carefully consider the decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor’s Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreement to make and that you have received a copy of the Disclosure Statement and a completed and signed copy of the Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor’s Attorney section (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents package and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27 – see attached).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled “Motion for Court Approval of Reaffirmation Agreement unless your reaffirmation agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this (attached if necessary).*

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C. DEFINITIONS

1. **“Amount Reaffirmed”** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The amount of debt includes any unpaid fees and costs arising on or before the date you sign this agreement that you are agreeing to pay. Your credit agreement may obligate you to pay additional amounts that arise after the date you sign this agreement. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this agreement.
2. **“Annual Percentage Rate”** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage Rate (as opposed to the “stated interest rate”) tells you the full cost of your credit including many of the creditor’s fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **“Credit Union”** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like “Credit Union” or initials like “C.U.” or “F.C.U.” in its name.

RETAIL INSTALLMENT CONTRACT
SIMPLE FINANCE CHARGE

Dealer Number 7045225 Contract Number _____

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)	Seller (and Co-Seller) Name and Address
JORGE GONZALEZ 31-14 35TH ST LONG ISLAND CITY, NY 11105	MAJOR CHEVROLET INC 43-49 Northern Boulevard Long Island City, NY 11101-1020

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the amount financed and finance charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make	Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2011	CHEVROLET	CRUZE	1H1PF589X87159697	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCIAL CHARGE	Amount Financed	Total of Payments	Total Sale Price
7.85 %	\$ 4,000.00	\$7,461.78	\$21,488.84	\$25,350.00

Your Payment Schedule Will Be:

Number of Payments	Length of Term	When Paying
72	PSA, 47	Monthly beginning 07/23/13

Or At Failure:

Last Charge: If payment has not been received in full within 10 days after it is due, you will pay a late charge of \$ 120 or 3 % of the part of the payment that is late, whichever is greater. Payment if you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See the contract for more information, including information about repayment, default, any required repossession, if it is before the scheduled date and security interest.

MISCELLANEOUS/AMOUNT FINANCED

1 Cash Price including \$1,563.45 down pay \$5,100.78

2 Total Down Payment

Trade in 1991 CHEVROLET CAVALIER
(Year) (Color) (Model)

Gross Trade-in Amount	\$ 1,900
Less Pay Off Made by Seller	\$ N/A
Equity Not Traded In	\$ 1,200
+ Cash	\$ 2,800.00
+ Other	\$ N/A

If total complement is negative, enter "0" and add \$1,600

3 Unpaid Balance or Cash Price (if above \$2) \$5,179.78

4 Other Charges including Advances Paid to Others on Your Behalf

(Seller may keep part of these amounts):

- a Credit or Checks Credit Insurance

Add to Insurance Company or Company

1	\$ N/A
2	\$ N/A

3 Charity \$ N/A

4 Vendor's Single Item Insurance \$ N/A

5 Paid to Insurance Company \$ N/A

6 Other Insurance Paid to the Insurance Company \$ N/A

7 Fees Paid to Government Agencies \$ N/A

8 N/A \$ N/A

9 N/A \$ N/A

10 N/A \$ N/A

11 N/A \$ N/A

12 Government Issues Not Included in Credit Policy \$ N/A

13 Government License and Registration Fees \$ 832.00

14 Documentation Costs \$ N/A

15 Other Charges and Advances Paid to Others on Your Behalf \$ 102.00

6 Amount Financed (\$ 4)

\$5,179.78

If otherwise, your last installment payment under this contract is a balloon payment (Balloon Payment). You have the option to do one or more of the following, as checked, at the time the Balloon Payment is due:

- a) You may pay your Balloon Payment when due.
- b) You may refinance the Balloon Payment. See paragraph 1-a. on the reverse side of this contract for details.
- c) You may sell the vehicle back to us. See paragraph 1-a. on the reverse side of this contract for details.

The special \$10 per mile per month fee in section 9(f) above shown on the reverse side can be applied from the sale price. The sale price will also be adjusted for excess wear and use as provided in paragraph 1-a.

CAP Waiver Notice
If this box is checked, as we entitled to and will accept the insurance less premiums received, regardless of cause, in full satisfaction of your liability. You must have complied with the insurance requirements of this contract, paid the deductible required by the insurance policy, and kept all your auto provider under this contract.

OPTIONAL: You pay no finance charge if the amount financed, Item 5, is paid in full or before N/A, N/A, SELLER'S INITIALS N/A

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the finance charge.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign. No oral changes are binding. Buyer Signs X Co-Buyer Signs X

If any part of this contract is void, all other parts stay valid. We may end or resign from honoring any or all rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. See back for other important agreements.

NOTICE TO BUYERS: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of the agreement. 3. Under the law, you have a right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. 4. According to law, you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection. You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled in copy when you signed it.

RETAIL INSTALLMENT CONTRACT

Buyer Signs X Co-Buyer Signs X Date _____

Co-Buyer and Other Owners — Co-Buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay it off. They other owner agrees to the security interest in the vehicle given to us in this contract.

Other owners signs X Seller Signs X Date _____

Other signings to be entered in this contract: RUFU FINANCE LLC Approved without recourse Approved with limited recourse

Major Chevrolet Inc Approved without recourse Approved with limited recourse

Seller Signs X Date _____

MAJOR FINANCIAL SERVICES INC Approved without recourse Approved with limited recourse

MAJOR LEASING INC Approved without recourse Approved with limited recourse

MAJOR MOTOR CREDIT INC Approved without recourse Approved with limited recourse

MAJOR MOTOR FINANCIAL INC Approved without recourse Approved with limited recourse

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OTHER IMPORTANT AGREEMENTS

- FINANCIAL CHARGE AND PAYMENTS**

 - How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
 - How we will apply payment. We may apply each payment to the accrued and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed, and we other amounts you owe under this contract in any order we choose.
 - How the payments or early payoffs change what you must pay. We do not figure Finance Charge, Total Paid Payments, and Total Sales Price shown on the front of the agreement that you will make every payment on the day it is due. Your Finance Charge, Total Paid of Payments, and Total Sales Price will be more if you pay less and less if you pay earlier than the day it is due. An early or late payment of all or any portion of more or less than your scheduled payment of all or any portion of more or less than your scheduled payment will result in a smaller final payment. You will contact us before making any changes to your scheduled payment if you do.
 - The fee they prepare. You may prepare all or part of the unpaid part of the Amount Financed at any time, if you do, you may pay the accrued and unpaid part of the Finance Charge and all other amounts due up to the date of the payment.
 - When the Payment Options. Your Payment Options are due and payable as disclosed on the front of this contract. Secure the contract as a simple finance charge contract, your Sation Payment may differ from the amount shown depending on your payment habits. If checked on the front of the contract, you have the following options:
 - Pay in Full. You may pay the Sation Payment in full when due.
 - Refinance. You may refinance the Sation Payment if you are in arrears on the Sation Payment. To have the right to refinance to cure any default, you must pay back all the previous fees. You may then provide proof of documentation to us before the refinancing. The annual percentage rate for the refinancing will be lower of the rate agreed to by you and us or the rate of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The monthly payment by payment will be the same as it is on this contract if the refinanced amount is paid off within 30 months of the due date of the Sation Payment. Otherwise, the monthly payment will be the amount needed to fully pay the refinanced amount within 30 months of the due date of the Sation Payment. If you fail to refinance, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Sation Payment. If you choose to refinance the Sation Payment into the Sation Payment it is, we will provide you with a disclosure required under the federal truth in lending act. You will receive a copy of the disclosure from us when you book and you must sign the agreement to receive it.
 - Split Back. You may split the vehicle for us for an amount equal to the Sation Payment. You must pay us any other amount owed under this contract. This amount, you owe us, plus book, is paid on the vehicle's mileage. You also must pay us the accumulated cost of all repairs to the vehicle that are the result of misuse, negligence and excess wear and tear. We do not provide you with a disclosure required under this contract. You must take the vehicle to repair, to a shop or service center, no later than 15 days prior to the Sation Payment due date. After this time, it will be your responsibility to sell the vehicle to us, you must deliver the vehicle to us no later than the Sation Payment due date. At that time, you must give us a Bill, which shows the date of sale, transferring ownership to us or a person we select. After the inspection, if you decide to sell the vehicle to us, you must contact us and tell us whether you want to keep the vehicle or return the vehicle to us. You must pay us the excess mileage fee shown on the front of this contract. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:
 - Replace any and all part of a matching set of four or any tire that has been damaged, destroyed, or removed.
 - Repair or reconstruct damaged parts.
 - Repair or replace all dented, scratched, chipped, cutted or mismeasured body parts, paint or vinyl or certain nonadjustable hoods, windows, sunroofs, roofs, rolled, broken or cracked trim and grill work; all scratches, cracks, pings or broken glass on any window or windshield; all dents, sunroofs and warmers; and all damage which would be caused by collision or contact with another vehicle, whether or not such damage is actually in front.

If you have not made the required back payment of the vehicle you will owe the estimated costs of repair, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repair, you may hold the repair funds of your supplier prior to the sale of the vehicle to us.

2. YOUR OTHER PROVISIONS TO USE

 - If the vehicle is damaged, destroyed, or missing, unless the Corp. Wdwy. Notice on the front of this contract indicates, you agree to pay in all you can under this contract even if the vehicle is damaged, destroyed, or missing.
 - Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada without our written permission or transfer any interest in or title to the vehicle to another person, organization, or individual. However, if we pay off your debts, signs bills, leases, leases, or charges on the vehicle, you agree to repay the amount when we ask for it.
 - Stealaway interest. You give us a security interest in:
 - All the vehicles and savings or goods included in it;
 - All income, realizations, dividends, etc., or other interests we finance for you;
 - All proceeds from insurance, repossessions, service, or other contracts we finance for you. This includes any refunds of premiums or charges from this contracts.

This second payment is at you owe on this contract. It also obviates other agreements in the contract. You will make sure the file shows our security interest (lien) in the vehicle.
- ARBITRATION CLAUSE**

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

 - Either you or we may choose to have any dispute between us resolved by arbitration and not in court or by jury trial.
 - If a dispute is arbitrated you will give up your right to participate as a class representative or class member on any class claim you may have against us including any right to class arbitration of any consolidation of individual arbitrations.
 - Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we have in court may not be available in arbitration.

Any claim or dispute, including, but not limited or otherwise limited to, the interpretation and scope of this clause, and the enforceability of the claim or dispute, shall be submitted to arbitration in the federal district in which you reside unless the Creditors' Select is a party to the claim or dispute, in which case the hearing will be held in the federal district where its principal place of business is located. We will endeavor to keep filing, administration, service or case management fees to a minimum. Arbitration fees will be reimbursed by either the plaintiff or the defendant, if the claimant's arbitration organization's fee conflict with the claimant's, then the defendant will be responsible for the difference. The arbitrator's award shall be final and binding, except that if the claimant's arbitration organization's fee conflict with the defendant's, then the defendant will be responsible for the difference. You may choose one of the following arbitration organizations to file your arbitration claim: American Arbitration Association, 1250 Third Avenue, P.O. Box 16, New York, NY 10019-4605 (American Arbitration Association), the American Arbitration Association, 222 Madison Avenue, P.O. Box 16, New York, NY 10019-4605 (American Arbitration Association), or the American Arbitration Association, 1601 Pacific Avenue, Suite 1000, Seattle, WA 98101 (American Arbitration Association). Any arbitration under the Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state or nonconventional authority.

You and we retain any rights to self-help remedies, such as repossession, and we retain the right to seek remedies in which claims about our disputes or claims within that cause's jurisdiction, unless such action is transferred, removed or appealed in a different forum. Neither you nor we have the right to self-help by taking, garnishing, repossessing, or filing suit(s) over the arbitration claim(s) on the creditor's behalf. This clause that survives any termination, payoff or transfer of this contract, if any part of this Arbitration Clause, other than waivers of class action rights, is deemed invalid to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason, in a case in which class action allegations have been made, one or more claims of this Arbitration Clause shall be unenforceable.

Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this coverage, we may, if we choose, deduct damages incurred by us to decide to buy physical damage insurance, we may either buy insurance that covers your interest or we insure in the vehicle, or buy insurance that covers only your interest. If we buy other types of insurance we will tell you which type and the rate of the insurance. The rate will be the cost of the insurance and a finance charge applied to the Annual Percentage Rate shown on the front of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement in reduce what you owe or repair the vehicle.

What happens to renewed insurance, maintenance, service, or other contract changes. If we get a refund of insurance, maintenance, service, or other contract changes, we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OBLIGATION

 - You may owe late charges. You will pay a late charge on each late payment shown on the front. Acceptance of a late payment or late charge does not waive your late payment or mean that you may keep making late payments.
 - You may owe late charges. You may also take the steps described below.
 - You may have to pay late charges. If you break your payment (default), we may demand that you pay off your debt on this contract as soon as possible or take whatever action is reasonable for us to have below. Default means:
 - You do not pay any payment on time.
 - You start a proceeding in bankruptcy or one started against you by your creditors.
 - Any other event that ends this contract.
 The amount we may owe will be the unpaid part of the Amount Financed plus the sum and unpaid part of the Prepaid Finance Charge and the Finance Charge, any late charges, and any amounts due because you defaulted.
 - You may have to pay collection costs. If we hire an attorney who is not our retained attorney to collect what you owe, you will pay the attorney's fees and expenses as provided by law. This includes attorney's fees and expenses up to 15% of the amount you owe.
 - We may take the vehicle from you. If you default, we may take possession of the vehicle from you if we do so peacefully and the few above. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. You may not ask us to do this for these items, we may dispose of them as we see fit.
 - You can get the Vehicle back. If we take it, if we reproduce the vehicle, you may try to get it back. If we take it, we have the right to get it back within 30 days of paying all past due amounts, any late charges, and any expense we incurred related to retaining the vehicle, handling it, and preparing it to be sold (repossess). First, you must have bought the vehicle primarily for personal, family, or household use. Second, you must pay all amounts due to pay for the vehicle, plus payment of interest at 15% per annum. Third, you must pay the vehicle back to us in good condition. We will tell you when we expect the vehicle back. Fourth, we will get the vehicle back when we get it.
 - We will sell the vehicle. If you do not get it back, if you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
 - We will apply the finance charge. The rate, late allowed expenses, is the original rate, plus any additional amounts we may add to pay as a direct result of having the vehicle repossessed, repaired, or handled. Attorney fees and costs, some of the fees parole, and other expenses.
 - If it is timely paid (arrears), we will pay it to you unless the law requires us to pay it in some other way. If we money from the sale is enough to pay the amount you owe, you may pay the rest to us or obtain a payoff statement when we ask, we may charge you interest at 15% per annum.
 - Whatever this clause requires, we may require payment of insurance, service, or other expenses. If we repossess the vehicle, we may claim benefits under those contracts and cancel them to obtain a release of unearned charges to reflect what you owe on your vehicle. If the vehicle is a total loss because it is, contaminated, damaged, or stolen, we may take benefit under those contracts and demand that we obtain release of unearned charges to reflect what you owe.

4. WARRANTIES; SELLER DISCLAIMER

Under the Seller makes a written warranty, or writes into his service contract within 30 days from the date of this contract, the Seller makes representations, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide or limit any rights you may have under the laws of the State.

5. Used Car Buyers Guide The information you see on the Window Label for this vehicle is part of this contract. Information on the window label form contradicts any warranty provisions in the contract of sale. Spanish Translation: Guia para compradores de vehiculos usados. La informacion que ve en el formulario es de la vendedora para este vehículo, juntos, para el presente contrato. La informacion del formulario de la vendedora dice sin efecto toda disposicion o condicion que contradice la informacion de ventas de la vendedora.

6. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

02 64477

New York State Department of Motor Vehicles

00590

072413

NOTICE OF RECORDED LIEN

I.D. Number 1G1PF5S9XB7159097 Year 2011 Make CHEVR

TD AUTO FINANCE LLC
PO BOX 997551
SACRAMENTO

CA 95899

3081 Wgt./Lgth. GAS 4 Cyl/Prop. 4DSD Body/Hull GY Color

Owner: If you have moved and have not yet notified this Department of your new address, cross out the address shown and print your new address in its place.

OWNER

GONZALEZ, JORGE
3114 35TH ST
LONG ISLAND CI, NY 11106

The following information applies only to the lienholder shown in the box above.

- Our security interest in the vehicle, boat or manufactured home described in this notice has been satisfied.
- We have assumed ownership of this vehicle, boat or manufactured home. We are transferring ownership to:
- We have assigned our security interest in this vehicle, boat or manufactured home to:

Lien Filing Code

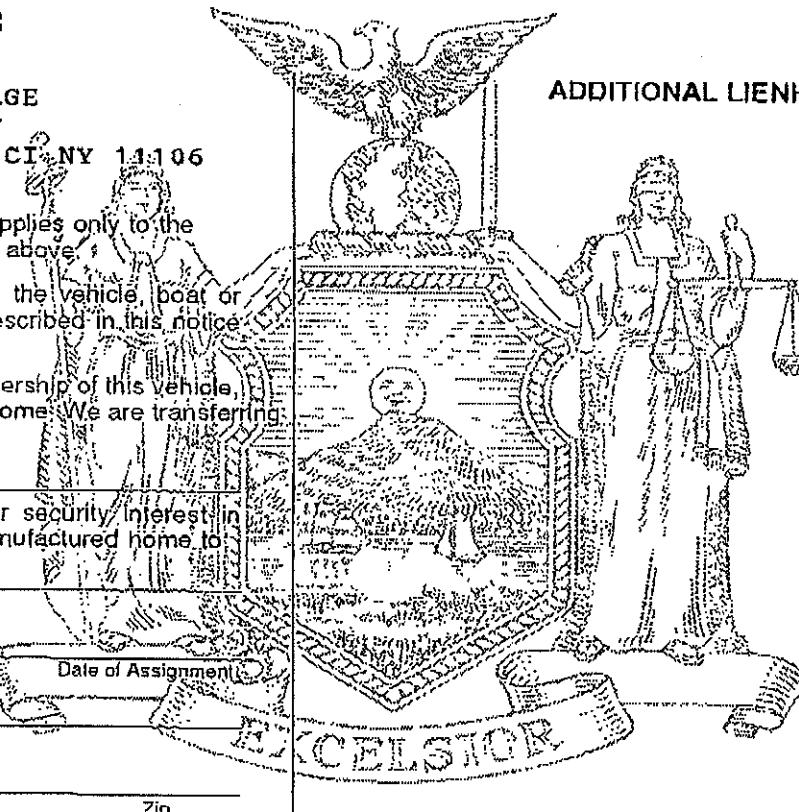
Name _____ Date of Assignment _____

No. and Street _____

City _____ State _____ Zip _____

Authorized Signature _____ Date _____

ADDITIONAL LIENHOLDERS



If you are the owner named on this notice, you can keep this notice with the Certificate of Title and when you sell the vehicle, boat or manufactured home, give the transferred Title AND this original Notice of Recorded Lien to the new owner. To obtain a lien-free Title before then, return your current Title, this original Notice of Recorded Lien and a \$20.00 fee to: NYS DMV, Title Bureau, 6 Empire State Plaza, Albany NY 12228-0330. (Check or money order should be made payable to the Commissioner of Motor Vehicles.)

If you cannot locate the Title for the vehicle, boat or manufactured home, you must apply for a duplicate. You may apply for a duplicate by completing form MV-902 (available at a DMV office or on our web site at www.dmv.ny.gov) and mailing it with a \$20.00 check or money order AND this original Notice of Recorded Lien to the DMV Title Bureau at the above address.

If your address has not changed since you last registered the vehicle and your registration shows your current address, you may be able to apply for a duplicate title on line. For more information, please visit www.dmv.ny.gov.

RETAIL INSTALMENT CONTRACT
SIMPLE FINANCE CHARGE

Dealer Number 704525

Contract Number _____

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)		Creditor - Seller (Name and Address)	
JORGE GONZALEZ 31-14 35TH ST LONG ISLAND CITY, NY 11101		MAJOR CHEVROLET INC 43-40 Northern Boulevard Long Island City, NY 11101-1020	

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

Now/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2011	CHEVROLET CRUZE	1G1PF5S9X87159697	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES					
ANNUAL PERCENTAGE RATE	FINANCIAL CHARGE	Amount Financed	Total of Payments	Total Sale Price	
The cost of your credit as a yearly rate. 7.05 %	The dollar amount the credit will cost you. \$ 4,000.05	\$ 7,401.78	\$ 1,485.34	\$ 8,001.00	

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	298.47	Monthly beginning 07/23/12

Or As Follows:

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 1.00 or 1% of the part of the payment that's late, whichever is greater.

Prepayment: If you pay off all your debt early, you do not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 563.45 sales tax) \$ 180.78 (1)

2 Total Downpayment

Trade-In 1991 CHEVROLET CAVALIER (Year) (Make) (Model)

Gross Trade-In Allowance	\$ 1.00
Less Pay Off Made By Seller	\$ N/A
Equals Net Trade In	\$ 1.00
+ Costs	\$ 200.00
+ Other	\$ N/A

(If total downpayment is negative, enter "0" and see 4) below

3 Unpaid Balance of Cash Price (1 minus 2) \$ 15,179.78 (3)

4 Other Charges including Amounts Paid to Others on Your Behalf

(Seller may keep part of these amounts)

A Cost of Optional Credit Insurance

Paid to Insurance Company or Companies.

Life	\$ N/A
Disability	\$ N/A

B Vendor's Single Interest Insurance

Paid to Insurance Company

C Other Insurance Paid to the Insurance Company

Paid to Government Agencies

To	N/A	For	N/A	\$	N/A
To	N/A	For	N/A	\$	N/A
To	N/A	For	N/A	\$	N/A

D Government Taxes Not Included in Cash Price

E REGISTRATION

F Government Certificate of Title Fees

G Government Waste Tax Management Fee

H Other Charges (Seller may keep who is paid and describe purpose)

I To N/A for N/A

J To N/A for N/A

K To N/A for N/A

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OTHER IMPORTANT AGREEMENTS

- 1. FINANCE CHARGE AND PAYMENTS**
- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
 - b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
 - c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sales Price shown on the front of the contract on the assumption that you will make every payment on the day it is due. Our Finance Charge, Total of Payments, and Total Sales Price are if you pay half the lease if you pay early. Changes can take the form of late fees, early fees, or, at our option, more or fewer payments of the same amount in your scheduled payments with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
 - d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
 - e. Balloon Payment Option. Your Balloon Payment is due and payable at the end of the term of this contract. Because this contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked on the front of the contract, you have the following options:
 - Pay In Full. You may pay the Balloon Payment in full when due.
 - Refinance. You may refinance the Balloon Payment unless you are in default under the contract. If we have advanced funds to carry out default, you must pay us back before the refinancing. You also must provide proof of insurance acceptable to us before the refinancing. The annual percentage rate for the refinancing will be the lower of the rate applied to the original loan or the rate allowed by law for the refinancing by law. The terms of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same as in this contract if the refinanced amount will be fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment amount will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. If you wish to refinance, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance, you must pay the due date of the Balloon Payment is due, we will provide you with the disclosure required under the Federal Truth in Lending Act to the agreement to refinance we make with you. Both you and we must sign the agreement to refinance.
 - Sell Back. You may sell the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use, as set forth below and on the front of this contract. You must tell the vehicle for inspection within 15 days prior to the due date of the Balloon Payment due date. After the inspection, if we decide to sell the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows us as the owner other than ourself, transferring ownership to us or a person we select. After the inspection, if you decide not to sell the vehicle to us, you must immediately contact us and tell us whether you want to pay or refinance the last installment payment.
 - If you sell the vehicle to us, you must pay us the excess mileage fee shown on the front of this contract and any amount responsible for repairs of all damage to the vehicle due to the result of excess wear and use. These repairs include, but are not limited to:
 - Repair any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.
 - Repair all mechanical defects.
 - Repair or replace all dent(s), scratches, chipped, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dent(s), scratches, rusted, pitted, broken or missing trim and glass work; scratches, cracked, pitted or broken glass; all body panels, trim and glass work which are damaged by fire, water, oil, damage which would be covered by collision or comprehensive insurance whether or not such insurance is in effect for force. - If you have not made the repairs before inspection of the vehicle you will own the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us. - f. You may pay in installments. Unless the Gap Waiver Notice on the front of this contract is checked, you agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
 - g. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, solvents, contamination, or involuntary浸没. We may pay any repair bills, storage bills, taxes, fines, or charges as we see fit and you agree to repay the amount when we ask for it.
 - h. Security Interest. You give us a security interest in:
 - The vehicle and all parts or goods installed in it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or other amounts we receive.
- This security payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- 2. YOUR OTHER PROMISES TO US**
- a. If the vehicle is damaged, destroyed, or missing. Unless the Gap Waiver Notice on the front of this contract is checked, you agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
 - b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, solvents, contamination, or involuntary immersion. We may pay any repair bills, storage bills, taxes, fines, or charges as we see fit and you agree to repay the amount when we ask for it.
 - c. Security Interest. You give us a security interest in:
 - The vehicle and all parts or goods installed in it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or other amounts we receive.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION CLAUSE

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arbitron.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-6005 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the arbitration hearing shall be conducted in the state where the Creditor-Seller resides. Arbitrators shall be compensated by the parties, except that the arbitrator's filing fee and your arbitrator or hearing fee will be a minimum of \$1,500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Expenses shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitrator under the rules of the arbitration organization or a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state laws concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

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New York State Department of Motor Vehicles

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NOTICE OF RECORDED LIENI.D. Number
1G1PF5S9XB7159097 Year
2011Make
CHEVR

3081 Wgt./Lgth. GAS 4 Cyl/Prop. 4DSD Body/Hull GY Color

TD AUTO FINANCE LLC
PO BOX 997551
SACRAMENTO

CA 95899

Owner: If you have moved and have not yet notified this Department of your new address, cross out the address shown and print your new address in its place.

OWNER

GONZALEZ, JORGE
 3114 35TH ST
 LONG ISLAND CI, NY 11106

The following information applies only to the lienholder shown in the box above:

- Our security interest in the vehicle, boat or manufactured home described in this notice has been satisfied.
- We have assumed ownership of this vehicle, boat or manufactured home. We are transferring ownership to:

- We have assigned our security interest in this vehicle, boat or manufactured home to:

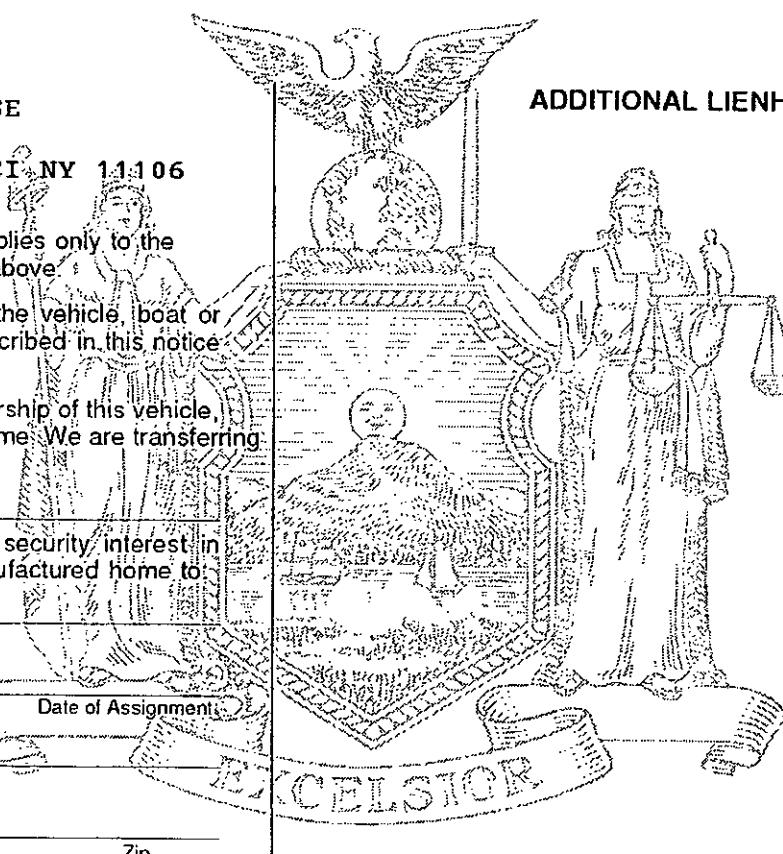
Lien Filing Code

Name _____ Date of Assignment _____

No. and Street _____

City _____ State _____ Zip _____

Authorized Signature _____ Date _____

ADDITIONAL LIENHOLDERS

If you are the owner named on this notice, you can keep this notice with the Certificate of Title and when you sell the vehicle, boat or manufactured home, give the transferred Title AND this original Notice of Recorded Lien to the new owner. To obtain a lien-free Title before then, return your current Title, this original Notice of Recorded Lien and a \$20.00 fee to: NYS DMV, Title Bureau, 6 Empire State Plaza, Albany NY 12228-0330. (Check or money order should be made payable to the Commissioner of Motor Vehicles.)

If you cannot locate the Title for the vehicle, boat or manufactured home, you must apply for a duplicate. You may apply for a duplicate by completing form MV-902 (available at a DMV office or on our web site at www.dmv.ny.gov) and mailing it with a \$20.00 check or money order AND this original Notice of Recorded Lien to the DMV Title Bureau at the above address.

If your address has not changed since you last registered the vehicle and your registration shows your current address, you may be able to apply for a duplicate title on line. For more information, please visit www.dmv.ny.gov.